

1

EXHIBIT A

2

(Complaint in State Court Action)

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FILED

FEB 03 2022

JAMES M. KIM, Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: J. Chen, Deputy

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SUPERIOR COURT OF CALIFORNIA

9
10 COUNTY OF MARIN

11 TODD GREENBERG, an Individual and as a
12 Member of ROV-HQ3 LLC, a California
13 Limited Liability Company;

Case No. *✓ 2200278*

Assigned to: _____

Department: _____

14 Plaintiff,
15 v.

16 TEICHERT PIPELINES, INC., a California
17 Corporation;
18 BAUMAN LANDSCAPE AND
CONSTRUCTION, INC., a California
Corporation;
19 W. K. MCLELLAN CO., a California
Corporation;
20 ARB , INC., a California Corporation; and
DOES 1 through 200, inclusive;

COMPLAINT FOR DAMAGES

1. NEGLIGENCE
2. TRESPASS TO TIMBER (REDWOOD)
3. TRESPASS TO TIMBER (BAY)
4. PRIVATE NUISANCE

22 Defendants.

24 Plaintiff requests trial by jury and allege as follows:

GENERAL ALLEGATIONS

26 1. Plaintiff Todd Greenberg, an individual, and member of ROV-HQ3 LLC, a
27 California Limited Liability Company, brings suit for damages to the multi-family residence
28 located at 47 Bolinas Road, Town of Fairfax, County of Marin, State of California, Zip Code

1 94930 ("HOME").

2 2. Plaintiff Todd Greenberg, at all relevant times complained herein, is and was a
3 resident of California, County of Marin, and Member of ROV-HQ3 LLC, a California Limited
4 Liability Company.

5 3. ROV-HQ3 LLC, a California Limited Liability Company, is and at times
6 complained herein, organized as a limited liability company under the laws of State of
7 California, and is designated with the State of California and organized such that each Member
8 may manage and act on behalf of and in the interest of the LLC.

9 4. ROV-HQ3 LLC is the title of record owner of the HOME.

10 5. Plaintiff Todd Greenberg owns the HOME by and through ROV-HQ3 LLC, as a
11 Member and his ownership interest in ROV-HQ3 LLC.

12 6. Plaintiff is informed and believes and based thereon alleges that Defendant
13 TEICHERT PIPELINES, INC., a California Corporation, is, and at all relevant times herein
14 was, a corporation authorized to conduct business in California and was doing business in the
15 Town of Fairfax, County of Marin, State of California and was involved in the demolition,
16 construction, project management, and coordination of work at the HOME.

17 7. Plaintiff is informed and believes and based thereon alleges that Defendant
18 BAUMAN LANDSCAPE AND CONSTRUCTION, INC., a California Corporation, is, and at
19 all relevant times herein was, a corporation authorized to conduct business in California and was
20 doing business in the Town of Fairfax, County of Marin, State of California and was involved in
21 the demolition, construction, project management, and coordination of work at the HOME.

22 8. Plaintiff is informed and believes and based thereon alleges that Defendant W.
23 K. MCLELLAN CO. , a California Corporation, is, and at all relevant times herein was, a
24 corporation authorized to conduct business in California and was doing business in the Town of
25 Fairfax, County of Marin, State of California and was involved in the demolition, construction,
26 project management, and coordination of work at the HOME.

27 9. Plaintiff is informed and believes and based thereon alleges that Defendant ARB,
28 INC., a California Corporation, is, and at all relevant times herein was, a corporation authorized
to conduct business in California and was doing business in the Town of Fairfax, County of

1 Marin, State of California and was involved in the demolition, construction, project
2 management, and coordination of work at the HOME.

3 10. TEICHERT PIPELINES, INC., BAUMAN LANDSCAPE AND
4 CONSTRUCTION, INC., W. K. MCLELLAN CO., and ARB, INC. are at times herein referred
5 to as "CONTRACTOR DEFENDANTS".

6 11. Plaintiff is unaware of the true names and capacities, whether individual,
7 corporate, or otherwise, of the defendants named and sued herein as DOES 1 through 200,
8 inclusive, and therefore Plaintiff sues said defendants by such fictitious names. Plaintiff will
9 seek to amend this Complaint to show the true names and/or capacities of said defendants when
10 the same have been ascertained. Plaintiff is informed, and believes, and thereupon alleges, that
11 the defendants designated herein as DOE defendants owed a duty of care to Plaintiff as
12 contractors, designers, subcontractors, suppliers, and consultants and participated in demolition
13 and construction at the HOME and/or participated in the wrongful acts set forth herein, and are
14 responsible, in some manner, for the acts and events alleged herein and the damages
proximately arising therefrom.

15 12. At all times mentioned herein, defendants, and each of them, were acting as the
16 agents, servants, officers, employees, partners, subcontractors, independent contractors, or joint
17 venturers of each of the other defendants and were acting within the course and scope and
18 authority of such relationship, and with the full knowledge and consent, either express or
19 implied, of each of the other defendants.

20 13. Plaintiff is informed and believes and based thereon alleges that NAMED
21 DEFENDANTS and DOES 1 through 200, inclusive, formulated and initiated a plan to avoid
22 responsibility for the actions alleged herein by forming other business firms and entities to
23 continue the provision of labor, services, and supply of materials in the same operations using
24 the consumer recognition, marketing identification, and reputation.

25 14. At all relevant times herein, each and every Defendant, NAMED
26 DEFENDANTS and DOES 1 through 200, inclusive, was acting as the duly authorized agent of
27 each and every other Defendant, that each Defendant is liable for each and every wrong
28 committed by each and every other Defendant, amongst other forms of joint and several

1 liability. Defendants have proximately caused Plaintiff's indivisible damages, as alleged herein
2 and below, so as to make each Defendant liable, either by joint and several liability, joint
3 liability, several liability, proportionate liability or whole liability.

4 15. Plaintiff brings this action for damages arising out of and related to the
5 demolition and destruction of property at the HOME as a result of each of the Defendants who
6 performed work and/or repairs at the request, direction, and/or for Pacific Gas and Electric
7 Company.

8 16. Plaintiff is informed and believes and based thereon alleges, that in, or about,
9 October 2018, TEICHERT PIPELINES, INC. performed work at the Home, including, but not
10 limited to, work necessary to accomplish installation of underground residential gas pipe supply
11 lines at the HOME.

12 17. Plaintiff is informed and believes and based thereon alleges, that TEICHERT
13 PIPELINES, INC. trenched, dug, performed underground work, demolished concrete, damaged
14 adjacent driveway concrete, damaged sidewalk and curbs, damaged redwood trees and violated
15 local tree ordinances, damaged the sewer lateral and Christy Box, and altered and damaged
16 landscape and drainage during work performed at the HOME.

17 18. Plaintiff is informed and believes and based thereon alleges, that TEICHERT
18 PIPELINES, INC. failed to complete work at the HOME and failed to restore the property it
19 damaged, and represented it would repair, at the HOME due to work of TEICHERT
20 PIPELINES, INC.

21 19. Plaintiff is informed and believes and based thereon alleges, that BAUMAN
22 LANDSCAPE AND CONSTRUCTION, INC. conducted work at the HOME after TEICHERT
23 PIPELINES, INC. performed work at the Home.

24 20. Plaintiff is informed and believes and based thereon alleges, that BAUMAN
25 LANDSCAPE AND CONSTRUCTION, INC. demolished concrete at the front of the HOME.

26 21. Plaintiff is informed and believes and based thereon alleges, that BAUMAN
27 LANDSCAPE AND CONSTRUCTION, INC. failed to repair or restore damage it caused at the
front of the HOME.

28 22. BAUMAN LANDSCAPE AND CONSTRUCTION, INC. and/or TEICHERT

1 PIPELINES, INC. both caused the destruction of survey monuments and indicia at the HOME
2 during work performed at the HOME.

3 23. Plaintiff is informed and believes and based thereon alleges, that W. K.
4 MCLELLAN CO., conducted work at the HOME after both TEICHERT PIPELINES, INC. and
5 BAUMAN LANDSCAPE AND CONSTRUCTION, INC. had conducted work at the HOME.

6 24. Plaintiff is informed and believes and based thereon alleges, that W. K.
7 MCLELLAN CO. failed to restore the HOME after damage caused by both TEICHERT
8 PIPELINES, INC. and BAUMAN LANDSCAPE AND CONSTRUCTION, INC. after
9 voluntarily taking on the duty to Plaintiff to restore such damages.

10 25. Plaintiff is informed and believes and based thereon alleges, that W. K.
11 MCLELLAN CO. damaged the sidewalk at the HOME which Plaintiff incurred costs to correct
12 such damages.

13 26. Plaintiff is informed and believes and based thereon alleges, that in, or about,
14 October 2019, ARB, INC. performed work at the Home, including, but not limited to, work
15 necessary to accomplish installation of underground residential house gas lines, removed and
16 installed gas meters and disconnected gas lines and capped pre-existing non code compliant
17 PG&E owned gas supply lines.

18 27. Plaintiff is informed and believes and based thereon alleges, that ARB, INC.
19 while performing work at the HOME damaged a bay tree and violated local tree ordinances,
20 damaged landscape, damaged personal property, damaged and failed to restore concrete
21 hardscape, damaged drainage systems, damaged fencing, and failed to restore damage caused by
22 its work at the Home.

23 28. Plaintiff during all times contemplated herein due to acts and/or omissions of
24 Defendants incurred additional costs for repair of the HOME, lost rental income, and lost the
25 use and enjoyment of the HOME. Such damages are ongoing and continue to accrue from these
26 damages and failure to correct such damages resulting from the work of Defendants at the
27 HOME.

28 29. The facts alleged herein occurred within three (3) years and 180 (one-hundred
29 and eighty) days prior to the filing of the complaint.

30. This Complaint is timely, and any period of limitations and/or repose is subject to Emergency Rules, rule 9, of the Emergency Rules Related to COVID-19 issued by the Judicial Council which provides, in part, as follows:

(a) Tolling statutes of limitations over 180 days Notwithstanding any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020.

7 Therefore, any applicable statute of limitations or repose that applies to Plaintiffs'
8 claims herein was tolled beginning April 6, 2020 and recommence running October 1, 2020.
9 This action is therefore timely in accord with Emergency Rules, rule 9 which tolls that time
10 period set forth in Civil Code section 941 to bring such action.

FIRST CAUSE OF ACTION

(NEGLIGENCE against Defendants, and DOES 1 through 200, inclusive)

13 31. Plaintiff realleges paragraphs 1 through 30 of the Complaint above and
14 incorporate them herein by reference as if fully set forth herein.

15 32. Plaintiff is informed and believes and based thereon alleges that Defendants
16 TEICHERT PIPELINES, INC., BAUMAN LANDSCAPE AND CONSTRUCTION, INC., W.
17 K. MCLELLAN CO., and ARB, INC. and DOES 1 through 200, inclusive, participated in the
18 provision of labor, installation of materials, and performed work for, and resulting from,
19 installation of underground residential gas pipe supply lines and house gas lines at the HOME.

20 33. Plaintiff is informed and believes and based thereon alleges that Defendants
21 TEICHERT PIPELINES, INC., BAUMAN LANDSCAPE AND CONSTRUCTION, INC., W.
22 K. MCLELLAN CO., and ARB, INC. and DOES 1 through 200, inclusive, were under a duty to
23 exercise due care in the work, construction, demolition, restoration, inspection, and installation at
the HOME and that duty was owed to all users thereof and Plaintiff as the owner of the HOME.

25 34. Plaintiff is informed, and believes, and thereon alleges that Defendants
26 TEICHERT PIPELINES, INC., BAUMAN LANDSCAPE AND CONSTRUCTION, INC., W.
27 K. MCLELLAN CO., and ARB, INC. and DOES 1 through 200, have breached their respective
28 duties of due care in that they negligently acted, or failed to act, and so damaged and failed to
repair the HOME as identified herein including, but not limited to:

1 a. Cracking of concrete driveway resulting from installation of gas lines,
2 digging, trenching, and/or use of equipment unsuitable for construction at
3 residential property;

4 b. Damage to landscaping caused by installation of gas lines, trenching,
5 digging, and improper placement of adjacent materials;

6 c. Damage to concrete hardscape caused by trenching, digging, and improper
7 placement of adjacent materials;

8 d. Damage to personal property, including, but not limited to, BBQ and
9 BBQ area caused by installation of gas lines, trenching, digging, and
10 improper placement of adjacent materials;

11 e. Damage to the sewer lateral and Christy Box resulting from installation of
12 gas lines, digging, trenching, and/or use of equipment unsuitable for
13 construction at residential property;

14 f. Damage of concrete hardscape resulting from installation of gas lines,
15 digging, and trenching;

16 g. Damage and destruction of survey monuments and indicia from
17 installation of gas lines, digging, and trenching;

18 h. Damage to French drain system caused by trenching, digging, and
19 improper placement of adjacent materials;

20 i. Damage to fencing caused by trenching, digging, and improper placement
21 of adjacent materials; and

22 J. Damage to Redwood and Bay trees caused by trenching, digging, and
23 improper placement of adjacent materials.

24 35. As a direct and proximate result of the aforesaid Defendants TEICHERT
25 PIPELINES, INC., BAUMAN LANDSCAPE AND CONSTRUCTION, INC., W. K.
26 MCLELLAN CO., and ARB, INC. and DOES 1 through 200, Plaintiff has been damaged in that
27 Plaintiff has been and will be required to incur expenses to correct, replace and reconstruct said
28 damages at the HOME as well as damage to property therefrom, and related costs such as loss of

rent, and loss of use of the HOME, and mitigation expenses which are believed to exceed \$750,000.00 (seven hundred and fifty thousand dollars).

SECOND CAUSE OF ACTION

(TRESPASS TO TIMBER (REDWOOD) against

Defendant TEICHERT PIPELINES, INC., and DOES 101 through 150, inclusive)

36. Plaintiff realleges paragraphs 1 through 35 of the Complaint above and incorporate them herein by reference as if fully set forth herein.

8 37. Section 3346(a) of the California Civil Code provides that “[f]or wrongful
9 injuries to timber, trees, or underwood upon the land of another, or removal thereof, the
10 measure of damages is three times such sum as would compensate for the actual detriment,
11 except that where the trespass was casual or involuntary, or that the defendant in any action
12 brought under this section had probable cause to believe that the land on which the trespass was
13 committed was his own or the land of the person in whose service or by whose direction the act
14 was done, the measure of damages shall be twice the sum as would compensate for the actual
15 detriment” Cal. Civ. Code § 3346(a).

16 38. Plaintiff is the owner of the HOME.

17 39. Defendant TEICHERT PIPELINES, INC. committed trespass by intentionally
18 causing its employees to enter and perform work at the HOME contrary to the manner and the
location for which any such work was intended.

19 40. Defendant TEICHERT PIPELINES, INC. work at the HOME resulted in damage
20 to the Redwood Trees at the right and front portion of the HOME by wrongfully cutting
21 through, damaging, and removing portions of root mass of such trees at three of the four sides
22 of the trees.

23 41. Defendant TEICHERT PIPELINES, INC. was the sole factor in causing injury to
24 the Redwood Trees.

25 42. Plaintiff is informed and believes and based thereon alleges, the actual detriment
26 caused by Defendant TEICHERT PIPELINES, INC.'s wrongful injury to trees at the HOME
27 are not presently fully known and subject to proof at the time trial, but are believed to exceed
28 \$300,000 (three hundred thousand dollars).

43. Pursuant to Cal. Civ. Code § 3346 Defendants are liable to Plaintiff for up to three (3) times the sum that would compensate for the actual detriment caused by their wrongful injury to trees at the HOME, with such treble damages amount exceeding \$900,000 (nine hundred thousand dollars).

THIRD CAUSE OF ACTION

(TRESPASS TO TIMBER (BAY) against Defendant ARB , INC.,

and DOES 151 through 200, inclusive)

44. Plaintiff realleges paragraphs 1 through 43 of the Complaint above and incorporate them herein by reference as if fully set forth herein.

10 45. Under California law, wrongful entry on land owned by another is trespass.

11 46. Section 3346(a) of the California Civil Code provides that “[f]or wrongful
12 injuries to timber, trees, or underwood upon the land of another, or removal thereof, the
13 measure of damages is three times such sum as would compensate for the actual detriment,
14 except that where the trespass was casual or involuntary, or that the defendant in any action
15 brought under this section had probable cause to believe that the land on which the trespass was
16 committed was his own or the land of the person in whose service or by whose direction the act
17 was done, the measure of damages shall be twice the sum as would compensate for the actual
detriment” Cal. Civ. Code § 3346(a).

47. Plaintiff is the owner of the HOME.

48. Defendant ARB, INC. committed trespass by intentionally causing its employees to enter and perform work at the HOME contrary to approved plans and/or contrary to the location for which any such work was intended.

49. Defendant ARB, INC. work at the HOME resulted in damage to a Bay Tree at the HOME by wrongfully cutting through, damaging, and removing portions of root mass of the Bay Tree.

50. Defendant ARB, INC. were the sole factor in causing injury to the Bay Tree.

51. Plaintiff is informed and believes and based thereon alleges, the actual detriment caused by Defendant ARB, INC.'s wrongful injury to the Bay tree at the HOME is not presently

known and subject to proof at the time of trial, but are believed to exceed \$25,000 (twenty-five thousand dollars).

52. Pursuant to Cal. Civ. Code § 3346 Defendants are liable to Plaintiff for up to three
(3) times the sum that would compensate for the actual detriment caused by their wrongful
injury to the trees at the HOME, with such treble damages amount exceeding \$75,000 (seventy-
five thousand dollars).

FOURTH CAUSE OF ACTION

(PRIVATE NUISANCE against Defendants, and DOES 1 through 200, inclusive)

9 53. Plaintiff realleges paragraphs 1 through 52 of the Complaint above and
10 incorporate them herein by reference as if fully set forth herein.

11 54. Plaintiff is the owner of the HOME.

12 55. Defendants TEICHERT PIPELINES, INC., BAUMAN LANDSCAPE AND
13 CONSTRUCTION, INC., W. K. MCLELLAN CO., and ARB, INC. and DOES 1 through 200,
14 inclusive, by their acts and/or omissions set forth above, directly and legally caused an
15 obstruction to the free use of Plaintiff's HOME, an invasion the Plaintiff's right to use his
16 HOME, and/or an interference with the comfortable enjoyment of Plaintiff's HOME, resulting in
17 Plaintiff suffering unreasonable harm and substantial actual damages constituting a nuisance
18 pursuant to Civil Code §§ 3479 and 3481.

19 56. As a direct and legal result of the wrongful acts and/or omissions of Defendants
20 TEICHERT PIPELINES, INC., BAUMAN LANDSCAPE AND CONSTRUCTION, INC., W.
21 K. MCLELLAN CO., and ARB, INC. and DOES 1 through 200, inclusive, Plaintiff suffered,
22 and continues to suffer, the injuries and damages from the work and failure to restore and repair
23 the HOME, as set forth above.

24 57. Defendants TEICHERT PIPELINES, INC., BAUMAN LANDSCAPE AND
25 CONSTRUCTION, INC., W. K. MCLELLAN CO., and ARB, INC. and DOES 1 through 200,
26 inclusive, conduct acts and omission as to work at the HOME causing damage and/or failure to
27 restore the HOME was intentional and unreasonable and/or unintentional, but negligent and/or
28 reckless.

58. Plaintiff at no time consented to the wrongful acts and/or omissions of Defendants TEICHERT PIPELINES, INC., BAUMAN LANDSCAPE AND CONSTRUCTION, INC., W. K. MCLELLAN CO., and ARB, INC. and DOES 1 through 200, inclusive.

59. A reasonable, ordinary person would be reasonably annoyed or disturbed by the condition created by Defendants TEICHERT PIPELINES, INC., BAUMAN LANDSCAPE AND CONSTRUCTION, INC., W. K. MCLELLAN CO., and ARB, INC. and DOES 1 through 200, inclusive, at the HOME from the work and failure to restore the HOME, as set forth above.

60. Defendants TEICHERT PIPELINES, INC., BAUMAN LANDSCAPE AND CONSTRUCTION, INC., W. K. MCLELLAN CO., and ARB, INC. and DOES 1 through 200, inclusive, acts and/or omissions as to work at the HOME causing damage and/or failure to restore the HOME was a substantial factor in damaging Plaintiff, as set forth herein.

61. The public benefit, if any exists, of the wrongful acts and/or omissions of Defendants TEICHERT PIPELINES, INC., BAUMAN LANDSCAPE AND CONSTRUCTION, INC., W. K. MCLELLAN CO., and ARB, INC. and DOES 1 through 200, inclusive is substantially outweighed by the harm to Plaintiff.

62. As a further direct and legal result of the wrongful acts and/or omissions of Defendants TEICHERT PIPELINES, INC., BAUMAN LANDSCAPE AND CONSTRUCTION, INC., W. K. MCLELLAN CO., and ARB, INC. and DOES 1 through 200, inclusive, Plaintiff seeks the recovery of punitive and exemplary damages against Defendants, and each of them.

Wherefore, Plaintiff prays for judgment against All Defendants and DOES 1-200, inclusive, and each of them, as follows:

FIRST CAUSE OF ACTION

(NEGLIGENCE against Defendants, and DOES 1 through 200, inclusive)

1. For general and special damages according to proof at the time of trial and as provided by law, but which are believed to exceed \$750,000.00 (seven hundred and fifty thousand dollars);

2. For costs and expenses of suit incurred herein; and
3. For such other and further relief as the Court deems just and proper.

SECOND CAUSE OF ACTION

(TRESPASS TO TIMBER (REDWOOD) against

Defendant TEICHERT PIPELINES, INC., and DOES 101 through 150, inclusive

1. For general damages and special damages according to proof at the time of trial and as provided by law for the actual detriment to Plaintiff for the damage to trees, which is presently believed to exceed \$300,000 (three hundred thousand dollars);
2. For damages in the amount of up to three times the sum that would compensate for the actual detriment for the damage to trees pursuant to Cal. Civ. Code § 3346;
3. For costs and expenses of suit incurred herein; and
4. For such other and further relief as the Court deems just and proper.

THIRD CAUSE OF ACTION

(TRESPASS TO TIMBER (BAY) against Defendant ARB , INC.,

and DOES 151 through 180, inclusive)

1. For general damages and special damages according to proof at the time of trial and as provided by law for the actual detriment to Plaintiff for the damage to trees, which is presently believed to exceed \$25,000 (twenty-five thousand dollars);
2. For damages in the amount of up to three times the sum that would compensate for the actual detriment for the damage to trees pursuant to Cal. Civ. Code § 3346;
3. For costs and expenses of suit incurred herein; and
4. For such other and further relief as the Court deems just and proper.

1
2 **FOURTH CAUSE OF ACTION**
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4 **(PRIVATE NUISANCE against Defendants, and DOES 1 through 200, inclusive)**
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6 1. For repair, depreciation, and/or replacement of damaged, destroyed, and/or lost
7 personal and/or real property;
8 2. For loss of the use, benefit, goodwill, and enjoyment of Plaintiff's real and/or
9 personal property;
10 3. For loss of rental income and/or loss of wages;
11 4. For such pre-judgment interest as permitted by law;
12 5. For punitive and exemplary damages in an unspecified sum to be ascertained at
13 trial;
14 6. For costs and expenses of suit incurred herein;
15 7. For such other and further relief as the Court deems just and proper.
16

17 DATED: February 1, 2022

18 KASDAN TURNER THOMSON BOOTH LLP

19 By: 
20

21 Scott J. Thomson
22 Attorneys for Plaintiff
23